

# **EXHIBIT D**

**Agreement for Bookstore Services  
between  
Eastern Kentucky University  
and  
Barnes & Noble College Booksellers, LLC**

**1. Engagement of Barnes & Noble:**

Eastern Kentucky University hereby engages Barnes & Noble College Booksellers, LLC ("Barnes & Noble") to operate and provide services for the bookstore of Eastern Kentucky University (the "Bookstore") on the terms and subject to the conditions set forth herein, and Barnes & Noble hereby accepts such engagement.

**2. Term, Amendment and Notices:**

The Eastern Kentucky University Request for Proposal (RFP 02-18) and all associated addenda and the Barnes and Noble College Booksellers, LLC. Proposal/Response thereto (Proposal), dated February 20, 2017, clarification and Barnes & Noble Best and Final Offer (BAFO) are made a part hereof and are incorporated herein by reference. In the event of conflict, the terms of this Agreement shall take precedence over the RFP and Proposal. In the event of conflict, the terms of the RFP shall take precedence over the Proposal.

This Agreement shall govern the relationship between Eastern Kentucky University and Barnes & Noble with regard to the Bookstore for the period July 1, 2017 through June 30, 2032 with an option to renew for an additional five years, subject to mutual agreement and KRS 45A.145.

No change, modification or amendment of this Agreement shall be valid unless the same shall be in writing and signed by both parties hereto. All notifications shall be sent to the following individual by certified mail:

Eastern Kentucky University  
Mr. Barry Poynter, Vice President of Finance & Administration  
521 Lancaster Avenue, CPO 35 A  
Richmond, KY 40475

Barnes & Noble College Booksellers, LLC  
Legal Department  
120 Mountain View Blvd  
Basking Ridge, NJ 07920

Barnes & Noble College Booksellers, LLC  
Ann Fraley, Vice President  
82 West Warren Street  
Detroit, MI 48202

Eastern Kentucky University and Barnes & Noble shall have the right to terminate this Agreement at any time by giving one hundred and twenty (120) days written notice to the other party.

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**3. Eastern Kentucky University Shall Provide to Barnes & Noble at Eastern Kentucky University's Expense:**

- a) Heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore.
- b) Any existing University owned office equipment, furniture and fixtures, file cabinets, campus WiFi, telephone equipment and wiring and telephone service (including campus telephones and campus telephone service)..
- c) All repairs and maintenance for the building and the physical structure in which the Bookstore is located.
- d) Trash removal, snow removal, and extermination services for the Bookstore.
- e) All debit or credit card or other financial services made available by Eastern Kentucky University to its students.
- f) The placement of an electronic link to your bookstore's web site on your school's home page and the integration of FacultyEnlight (faculty textbook portal) within the LMS

**4. Environmental Matters:**

To the best of its knowledge, Eastern Kentucky University is not aware of any health or environmental problems which currently exist or are likely to develop in the building or physical facility which houses the Bookstore. Eastern Kentucky University shall be responsible for remedying promptly any health or environmental problem at the Bookstore, other than those caused by Barnes & Noble, and notifying Barnes & Noble accordingly.

**5. Barnes & Noble Shall Provide to Eastern Kentucky University at Barnes & Noble's Expense:**

All operating expenses of the Bookstore including those related to:

- a) Employees, including payroll and payroll system costs, and employee benefits.
- b) Bill paying and accounting, including sales tax collection, reporting and payment for merchandise sold, except any property or municipal taxes on the bookstore.
- c) Office equipment maintenance and repair.
- d) General custodial services.
- e) Loss prevention services.
- f) Long distance telephone services, through a vendor selected by Barnes & Noble.

**6. Insurance:**

Barnes & Noble shall procure at its own expense, and maintain during the existence of this Agreement, the following policies of insurance in connection with the operation of the Bookstore:

- a) Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
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- b) Comprehensive General Liability Insurance subject to \$3,000,000 limits.
- c) Property Damage Liability Insurance in the amount of \$1,000,000.
- d) Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.

Barnes & Noble shall obtain and deliver certificates evidencing such insurance from its insurers. Barnes & Noble shall indemnify, hold and save Eastern Kentucky University harmless any third party liability (including reasonable attorneys' fees and court costs) for bodily injury, including death or property damage, by reason of the negligent acts or omissions of Barnes & Noble, its employees or agents. Excepts for claims caused by Eastern Kentucky University or any of its employees, agents or representatives, for which Eastern Kentucky University shall save Barnes & Noble harmless to the extent permitted by law. This Paragraph will not operate to waive either party's rights under any worker's compensation act, disability benefits act, or other employee benefits acts, whether in tort, contract, or otherwise.

Barnes & Noble's insurance policies for the Bookstore shall name Eastern Kentucky University, its regents and employees as additional insureds but only with respect to liability arising out of operations performed for such insured by or on behalf of the name insured, and shall contain covenants requiring written notice to Eastern Kentucky University before cancellation of such coverage. These policies shall be primary and noncontributing with any insurance carried by Eastern Kentucky University

#### **7. Compliance with all Laws:**

Barnes & Noble shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to the operation of the Bookstore.

#### **8. Management and Staff:**

Barnes & Noble shall staff the Bookstore with experienced and qualified managerial and clerical personnel. During peak "rush" periods, Barnes & Noble shall utilize sufficient additional employees at the Bookstore to avoid unnecessary lines and to expedite making educational materials available to students.

- a) Eastern Kentucky University Bookstore personnel shall continue service only so long as their work and personal behavior are acceptable to Barnes & Noble and Eastern Kentucky University. Barnes & Noble shall perform criminal background checks on all Barnes & Noble employees (excluding temporary employees) placed on the University premises. University may at any time refuse to allow on University premises any Barnes & Noble employee who does not pass a background check or who violates University policy, University procedures, or state or federal law.

#### **9. Staff Relations, Wages, and Benefits:**

Barnes & Noble shall be responsible for the wages and benefits of all of its employees at the Bookstore. Barnes & Noble has the right to set its own wages and benefits. Barnes & Noble will employ students of Eastern Kentucky University at the Bookstore whenever reasonably possible.

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**10. Calendar of Operating Hours:**

Barnes & Noble shall maintain a schedule of operating hours and weeks of business for the Bookstore in accordance with the official Eastern Kentucky University calendar and in mutual agreement with Eastern Kentucky University in meeting the needs of the students, faculty and staff. Bookstore hours will be extended during each registration period, during the first two weeks of the fall and spring semesters, and the first week of each summer session.

**11. Book Orders and Deadlines:**

Barnes & Noble shall fill orders for books and required supply items from term to term in accordance with textbook and supply adoptions by the faculty. The Bookstore manager shall, to the extent practicable, be given notice by the faculty or authorized department designees of the textbook and supply adoptions for all courses offered as follows:

- a) On or before October 1 for the spring semester.
- b) On or before March 1 for the summer sessions.
- c) On or before April 1 for the fall semester.

Barnes & Noble shall be responsible, at its cost and expense, for contacting in a timely manner all faculty members for their textbook and supply adoptions. Eastern Kentucky University shall not be responsible for compiling, nor shall it maintain, a list of such adoptions.

Eastern Kentucky University shall implement a course material affordability program that includes supporting compliance of the above adoption schedule to the extent practicable.

**12. Services Expected:**

In the performance of this Agreement, it is mutually understood and agreed that each party is at all times acting and performing as an independent contractor with, and not an employee, agent, or joint venture of, the other party. Barnes & Noble shall operate the Bookstore with its own credit and preferred vendors, with the facility and equipment agreed upon. Services of the Bookstore shall include the following:

- a) The Bookstore shall be Eastern Kentucky University's exclusive buyer and seller of all required, recommended or suggested course materials and supplies, including books, course packs, computer software, textbook rentals, and materials published or distributed electronically and/or through learning management systems, or sold over the Internet. Barnes & Noble will provide exclusive on-line services through our web site and have first right of refusal to fulfill any distance learning material needs during the term of this Agreement.
- b) The Bookstore shall be designated the exclusive agent to accept all campus debit card and financial aid transactions for Bookstore merchandise typically sold in college bookstores. Payments for charge sales will be guaranteed by Eastern Kentucky University and are payable within 30 days of invoice date. Any unpaid balances days will be subject to 1% interest per month.
- c) The Bookstore shall also be Eastern Kentucky University's exclusive "on-campus" and Internet seller of other items typically sold in college bookstores, such as books in addition to those described in (a) above, educational supplies, notebooks, stationery, desk and room accessories, gift items, class and alumni rings and jewelry, and clothing, including any and all such items bearing a Eastern Kentucky University

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emblem, logo, insignia or other identifying mark. The foregoing notwithstanding, the University may, with written approval of the Bookstore manager, authorize limited duration sales of items described herein by recognized University organizations for fund raising, promotion and support of such organization and its and/or the University's mission.

- d) Eastern Kentucky University shall not contract with any third party to provide any services of the type outlined in this Agreement whether on or off campus, through e-commerce sites, hyperlinks to alternate sources, or otherwise endorsed or supported by Eastern Kentucky University. Eastern Kentucky University acknowledges and agrees any attempt to circumvent Barnes & Noble by entering into an agreement, partnership, joint venture, memorandum of understanding, or any other verbal or written arrangement with a third party could materially and detrimentally impact the revenue stream of this Agreement and the assumptions and circumstances on which this Agreement is based. In such event, the parties agree to discuss the renegotiation of the financial terms of the Agreement.
- e) The Bookstore shall be the exclusive agent for the rental and/or sale of graduation caps and gowns and commencement invitations.
- f) The Bookstore shall also have a non-exclusive right to sell convenience store items such as food, health and beauty items, and other sundries. The University will determine in partnership with the Bookstore space allocation and volume of items carried in the marketplace of the Bookstore. The University at its solo discretion will determine brand of beverages offered within the Bookstore, if any.
- g) Barnes & Noble will provide exclusive custom publishing services for Eastern Kentucky University. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs through EKU Printing Services and distribution and sale of the course packs in the Bookstore. Complimentary desk copies of course packs will be provided to faculty members.
- h) Barnes & Noble shall provide special book order services for students, faculty, and staff and make every effort to obtain the earliest possible delivery of such books.
- i) Prior to adding additional courses to the embedded course material model, Barnes & Noble shall submit a written request to and receive written authorization from Eastern Kentucky University.
- j) Barnes & Noble shall provide charge sales for supplies for Eastern Kentucky University departments and offices. Payments for such charge sales shall be guaranteed by Eastern Kentucky University and payable within 30 days. Any unpaid balances will be subject to 1% interest per month.
- k) Barnes & Noble will allow full-time faculty and staff of Eastern Kentucky University a 10% discount on all merchandise available at the Bookstore except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.
- l) Barnes & Noble will offer a 20% discount on all authorized departmental purchases except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.
- m) If Eastern Kentucky University accepts advertising for any of its materials or publications that it distributes or makes available to its students, including without limitation any course offering list, or if Eastern Kentucky University permits tabling or other third-party promotional activities at any event sponsored by Eastern Kentucky University or located on the Eastern Kentucky University campus, Eastern Kentucky University agrees that:

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- (a) it shall give the Bookstore reasonable advance notice of the deadline for placing such advertising or participating in such tabling or other promotional activities ;
  - (b) the Bookstore shall have the right to place its desired advertising in such materials and to participate in such-tabling or-other promotional activities; and
  - (c) Eastern Kentucky University, to the extent permitted by law, shall not accept advertising in such material from, or permit tabling or other promotional activities at any such events by any seller of college textbooks, and/or course supplies other than the Bookstore.
- n) Barnes & Noble will act as the Eastern Kentucky University's partner in new student orientation, alumni and faculty outreach through the Igniting the New Student Connection, Igniting the Alumni Connection and Igniting the Faculty Connection programs. To facilitate these programs the Eastern Kentucky University will provide Barnes & Noble with all enrolled student, parent, alumni and faculty email lists on an annual basis.
- o) Barnes & Noble will provide the following to ECU Extended Campuses:
- (a) Provide a high level of customer service.
  - (b) Appropriate stock for enrollment
  - (c) Accurate course materials
  - (d) Selection of soft goods for students/faculty/ staff to purchase
  - (e) Free ship codes to all regional students
  - (f) Be present at each site for a trunk show (soft-goods sales) based on the following schedule: Corbin first two weeks of classes and one day a semester at all other locations schedule around special events. Schedule will mutually be determined annually based on enrollment.
  - (g) Be present at Corbin for finals week, Manchester two days during finals week, Danville two days during finals week, and provide free shipping codes to Lancaster & Hazard students. Schedule will mutually be determined annually based on enrollment.

### 13. Booklist:

In the course of providing the services contracted for in this contract, Barnes & Noble collects certain information from the faculty on its Course Book Information forms. Barnes & Noble also creates a computer database containing, among other things, course book information. These forms and the database are Barnes & Noble's proprietary information, created at substantial cost and expense to Barnes & Noble and used in connection with its business, the retail sale of textbooks.

Should Eastern Kentucky University require any information that may be contained within the forms or the database either for its educational purposes, or in order to comply with any public records request where no exemption is available (such as an exemption for commercial information), Barnes & Noble shall cooperate with the University to provide the information necessary to respond to such request in accordance with the applicable law. Eastern Kentucky University understands that it will be responsible for collecting that information from the faculty.

Subject to the "exclusive campus bookseller provision" set forth above herein, nothing set forth in this paragraph shall be construed to limit in any manner the right of any other off-campus vendor to use its own course book information form to obtain this information from the faculty.

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**14. Used Book Purchase and Resale:**

Barnes and Noble shall buy books from Eastern Kentucky University faculty, staff and students at the following prices:

- a) When the Bookstore has been notified that the book will be used at Eastern Kentucky University the following semester: 50% of the customer's purchase price (provided the book is a good used copy) until the Bookstore has filled its quota.
- b) In the absence of such notification, or if the book will not be used for the following semester, or is to be replaced shortly by a revised edition according to an announcement of the publisher, the book will be purchased at the wholesale price.
- c) Used books in good condition will be sold by Barnes & Noble at 25% less than the new selling price.

**15. Refunds and Exchanges:**

Barnes & Noble shall offer refunds and exchanges as follows:

- a) Textbooks

The Bookstore will issue refunds in the original form of payment for textbooks purchased at the Bookstore if returned in the original condition, with a valid receipt and within the first week of classes. Within 30 days of the first day of classes, textbooks will be refunded with a valid receipt and with a valid proof of add/drop.

- b) General Reading Books, Medical and Specialty Reference Books, Software, Audio, Video, & Small Electronics

The Bookstore will issue refunds in the original form of payment if returned in the original condition, with an original receipt and within fourteen (14) days of purchase. Opened software, audio books, DVDs, CDs, music and small electronics may not be returned for a refund but can be exchanged for the same item if defective.

- c) All Other Merchandise

The Bookstore will issue refunds in the original form of payment any time during the semester for other merchandise purchased at the Bookstore if returned in the original condition and with the original receipt. If without a receipt, a store credit will be issued at the current selling price.

Refunds or Exchanges will not be issued for the following items: food and beverages, unwrapped loose leaf books, activated eBooks, custom course materials, outlines, study guides, school guides, magazines and prepaid cards.

**16. Policy Posting:**

Barnes & Noble shall post conspicuously and without equivocation Bookstore policies concerning refunds, buybacks, price matching and exchanges.



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**17. Repurchase of Inventory (On hand):**

Eastern Kentucky University shall repurchase, or require a successor contractor to purchase, Barnes & Noble's inventory at cost in the event of cancellation of this Agreement, in the same manner as purchased by Barnes & Noble.

In the event Eastern Kentucky University proposes to change any name, logo or contracted athletic apparel provider/licensee, Eastern Kentucky University agrees to include the Bookstore Manager in the planning process and to provide Barnes and Noble with at least ninety (90) days advance written notice.

**18. Repurchase of Inventory (Outstanding rentals):**

In the event of cancellation of this Agreement, Eastern Kentucky University shall purchase, or require a successor contractor to purchase, Barnes & Noble's rental inventory outstanding at the time of the transition, at the buyback value (50% of the retail price).

**19. Sales Markup Basis:**

Barnes & Noble represents that the sale markup basis at the Bookstore will be as follows:

- a) New textbooks will be sold at no greater than (i) the publisher's list price or (ii) a 25% gross margin on net priced books, inclusive of restocking fees. Net priced books are defined as books purchased from publishers that do not have a publisher's suggested list price or when the publisher's discount to the bookstore is less than 20%.
- b) Used textbooks will be sold at 25% less than the new selling price. Select used titles will be further discounted through the *Flex Used Pricing* program to give students additional savings options by taking advantage of rental returns inventory.
- c) Course packs and textbooks purchased from publishers with restrictive or non-returnable text policies or are single use products will be priced at up to a 30% gross margin.
- d) Barnes & Noble will be setting rental fees, for each title, and any given title's fee may vary as a percentage of the retail selling price.
- e) School supplies will be priced at or below manufacturers' suggested retail prices.

Barnes & Noble shall, upon request, provide proof of conformity to pricing policies as specified herein.

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**20. Calculated Commission:**

On an annualized basis, Barnes & Noble College will pay Eastern Kentucky University the following calculated commission:

Gross Sales excluding Digital (eBooks) and Course Materials delivered in the First Day Model:

Contract Years 1 & 2

2.0% of all gross sales up to \$6,000,000

7.0% of all gross sales over \$6,000,000

Contract Years 3 Through 6

4.0% of all gross sales up to \$6,000,000

14.0% of all gross sales over \$6,000,000

Contract Years 7 Through 15

12.0% of all gross sales up to \$6,000,000

14.0% of all gross sales over \$6,000,000

AND

Contract Years 1 Through 15

Gross Sales of Digital (eBooks) and Course Material delivered in the First Day Model

7% of all gross sales

Gross sales is defined as all collected sales at the Bookstore, including textbook rentals and sales from your bookstore website, less voids, refunds, sales tax, discounted departmental sales, handling fees associated with non-return of rental textbooks, campus debit card fees, discounted faculty/staff sales, pass-through income, bookstore issued scholarship sales, merchandise sales at less than a 20% initial gross margin, and other merchandise mutually designated as non-commissionable.

**21. Payment Schedule:**

The applicable Calculated Commission as set forth above hereof shall be made quarterly by Barnes & Noble to Eastern Kentucky University and shall be paid within thirty (30) days after the close of the quarter in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year and will include any adjustments required by the calculation set forth above.

Each payment shall be accompanied by a detailed statement of its computation and Barnes & Noble shall furnish supporting documentation to Eastern Kentucky University upon request.

**22. Textbook Scholarships:**

Barnes & Noble will provide ten-thousand dollars (\$10,000) for annual textbook scholarships to be awarded at the discretion of Eastern Kentucky University.

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**23. Signing Bonus:**

Barnes & Noble College will provide a three million three hundred thousand dollars (\$3,300,000) signing bonus to be used at the discretion of Eastern Kentucky University. One million six hundred fifty thousand dollars (\$1,650,000) will be paid in Year One and the balance (\$1,650,000) in Year Two. Both payments will be made within 30 days of the beginning of the contract year.

Barnes & Noble College will amortize the signing bonus on a straight-line basis over a fifteen (15) year period. Should Eastern Kentucky University cancel or fail to renew this agreement before the end of that period, then Eastern Kentucky University shall reimburse Barnes & Noble College for any amount of the signing bonus not yet amortized.

**24. Capital Investment:**

Barnes & Noble will commit up to eight hundred thousand (\$800,000) to relocate Bookstore Operations to Powell.

Barnes & Noble College will depreciate this investment on a straight-line basis over a fifteen (15) year period. Should Eastern Kentucky University cancel or fail to renew this agreement before the end of that period, then Eastern Kentucky University shall reimburse Barnes & Noble College for any amount of the investment not yet depreciated.

The Barnes & Noble "Vanilla Box" definition will be the condition the new bookstore location will be turned over to Barnes & Noble at the expense of Eastern Kentucky University. The Responsibility Matrix is incorporated as part of this Agreement. See Appendix A.

**25. Final Approval of Renovations:**

Barnes & Noble shall bear the costs and expenses for renovations, alterations, changes or modifications to the Premises as set forth above and in further detail in its Proposal. All renovations, alterations, changes or modifications to the Premises shall require the prior written approval of University. All renovations, alterations or changes shall be in compliance with all applicable University, State, Local and Federal requirements. Barnes & Noble must receive preliminary written approval from University before proceeding with detailed plans and specifications.

Upon written approval of detailed plans by University, the renovation project may proceed. A copy of the receipt for payment for each renovation, alteration or similar change shall be forwarded to the University within thirty (30) days of completion of the project and all payments made to Barnes & Noble vendors.

In order to provide the best possible service for Eastern Kentucky University's students, faculty and other customers, final approval and necessary alterations of any bookstore plans will meet with Barnes & Noble's minimum operational and retailing standards.

**26. Force Majeure:**

Barnes & Noble and Eastern Kentucky University shall be excused for the period of any delay in performance of any obligations hereunder when prevented from doing so by the wrongful or negligent acts or omissions of the other party or by causes beyond either party's control, which shall include all labor disputes, civil disturbance, reasonably unforeseeable weather conditions, war, invasions, military or usurped power, sabotage, governmental regulations or controls (including bona fide delays in obtaining building and similar permits and approvals), fires or other casualty, or acts of God.

**27. Access to Point of Sale (POS) Financial and Accounting Information:**

Eastern Kentucky University shall be provided full access, with sufficient notice, to the Bookstore accounting records. This may include sales information captured by our POS system. This will be done in compliance with PCI guidelines that protect card holder information. Store POS reports are available by register. All POS activity is verified daily by the Home Office Sales Audit system. In addition, all registers have:

- a) Transaction number controls with further security level restrictions by cashier type.
- b) Electronic Journal, receipt and detail tape provisions, with required PCI protection.
- c) Display window for customer viewing.

**28. Benefit and Binding Effect:**

This Agreement shall be binding upon and shall inure to the benefit of Eastern Kentucky University and Barnes & Noble and their successors and assigns.

**29. Headings; Interpretation:**

The headings used in this Agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this Agreement of the terms "include", "includes", "including", and "such as" shall be deemed in all cases to be followed by the words "without limitation".

When used in this Agreement Eastern Kentucky University includes all segments of the institution including all alumni, athletic and academic departments.

**30. Severability:**

The presence in the text of this Agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal or ineffective by a court of competent jurisdiction shall not impair, invalidate or nullify the remainder of this Agreement. The effect of any such holding shall be confined to the portion so held invalid.


- 31.** This Agreement and any dispute arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to principles of conflicts of law.

**32. Confidentiality:**

Each party agrees that the financial and other terms of this Agreement shall be kept confidential and such terms may be disclosed to a third party only as required by law, including any public record disclosure law (but only after giving effect to all applicable exemptions), or as necessary to perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as at the day and year written below.

**Eastern Kentucky University**

By: 

Name: Barry D. Poynter

Title: Vice President, Finance & Administration

Date: 6/30/2017

**Barnes & Noble College Booksellers, LLC**

By: 

Name: Ann Fraley

Title: Vice President of Stores

Date: 6/29/17

## Eastern Kentucky University #249 - Relocation to Powell Building

## Project Responsibility Chart

	University/College Architect	University/College Contractor	Barnes & Noble Contractor	Barnes & Noble Fixture Fabricator	Barnes & Noble Sign Fabricator	Barnes & Noble/B & N Vendor	Barnes & Noble Architect/Designer	Not Applicable	Notes
Design/Planning									
1 Interior Design/Planning - Bookstore							X		to be coordinated w/ school A&E
2 Fixture Layout & Power/Data Construction Documents for Bookstore							X		to be included in school CD permit set
3 Specialty Lighting Design (track and accent lighting)							X		to be included in school CD permit set
4 Bookstore Security & Audio System Design						X			
5 Finishes & Color board - Bookstore							X		approval by school
6 Demolition Plan	X								coordinated w/ B&N fixture layout
7 MEP Engineering Design (including general lighting design)	X								B&N Specialty Lighting to be included
8 Sprinkler Shop Drawings & Submittals	X								
9 Permit Drawings	X								to include B&N CD's
Permits									
10 Building Permits - Bookstore		X							
11 Electrical Permit - Bookstore		X							
12 Certificate of Beneficial of Occupancy		X							
Demolition/Construction									
13 Barricades and Temporary Access		X							
14 Demolition		X							
15 Debris Removal		X							
16 Haz-Mat Abatement		X							
17 Removal of Existing Bookstore Fixtures			X						
18 Slab work/Alteration to Slab		X							
19 Rough Carpentry		X							
20 New Interior Partitions		X							
21 Storefront work		X							
22 Perimeter Door(s) including trim		X							
23 Interior Door(s) including trim		X							
24 Door Hardware		X							
25 Pick-Up Window with Pull Down Grill		X							
26 Rough Plumbing		X							
27 Finish Plumbing & Fixtures		X							
HVAC									
28 HVAC & Mechanical Room Equipment - Supply & Install		X							
29 HVAC Distribution - Supply & Install		X							
30 HVAC Controls - Supply		X							
31 HVAC Controls - Install		X							
Power/Data & Voice									
32 Electrical Service to Panelboards		X							
33 Rough Electrical		X							
34 Finish Electrical		X							
35 Electrical Hook-ups at Store Fixtures			X						
36 Telephone Rough Wiring & Conduit		X							see Vanilla Box attachment Q & R
37 Telephone Equipment - Supply & Install		X							see Vanilla Box attachment Q & R
38 Computer Cabling Conduit w/ Pull Wires		X							see Vanilla Box attachment Q & R
39 Computer Cable - Supply & Install						X			
40 Music/Public Address System - Supply & Install						X			speaker conduit by school
Life Safety									
41 Sprinklers - Supply & Install		X							
42 Fire Pulls and Strobes - Supply and Install		X							
43 Exit Signs - Supply and Install		X							

Eastern Kentucky University #249 - Relocation to Powell Building

Project Responsibility Chart									
		University/College Architect	University/College Contractor	Barnes & Noble Contractor	Barnes & Noble Fixture Fabricator	Barnes & Noble Sign Fabricator	Barnes & Noble/B & N Vendor	Barnes & Noble Architect/Designer	Notes
44	Fire Extinguishers - Supply and Install		X						
45	Fire/Smoke Detection System - Supply & Install		X						
Ceilings									
46	Finished Ceiling - Design		X						coordinated w/ B&N fixture layout
47	Finish Ceiling - Acoustical Tile - Supply & Install		X						
48	Finish Ceiling - Gyp. Board - Supply & Install		X						
49	Finish Ceiling - Gyp. Board - Paint		X						
50	Ceiling Lighting Fixtures - Supply		X						
51	Ceiling Lighting Fixtures - Install		X						coordinated w/ B&N fixture layout
52	Track Lighting - Supply						X		
53	Track Lighting - Install			X					coordinated w/ B&N fixture layout
54	Decorative Lighting Fixtures - Supply						X		
55	Decorative Lighting Fixtures - Install			X					coordinated w/ B&N fixture layout
Finishes									
56	Painting (general)			X					as per B&N finish schedule
57	Painting (detail)			X					
58	Carpeting - Supply						X		
59	Carpeting - Install			X					
60	VCT Flooring - Supply						X		
61	VCT Flooring - Install			X					
62	Flooring (Vinyl Plank Flooring) - Supply						X		
63	Flooring (Vinyl Plank Flooring) - Install			X					
64	Vinyl Base & Transition Strips - Supply						X		
65	Vinyl Base & Transition Strips - Install			X					
Signage									
66	Signage for Bookstore - Design							X	approval by school
67	Signage for Building Exterior - Supply							X	
68	Signage for Building Exterior - Install							X	
69	Custom Interior Signage/Graphic - Design							X	approval by school
70	Custom Interior Signage/Graphic - Install					X			
71	Storefront Signage (interior) - Supply					X			
72	Storefront Signage (interior) - Install					X			
73	Structural support and or blocking for exterior and/or interior storefront signs		X						
74	Electrical infrastructure as required to accommodate exterior and/or interior storefront signs		X						
75	Fixture Sign Holders - Supply				X				
76	Fixture Sign Holders - Install			X					
77	Sign Inserts for Sign Holders - Supply				X				
78	Sign Inserts for Sign Holders - Install			X					
Fixtures/Furniture									
79	Office Equipment & Registers - Supply							X	reuse existing
80	Office Equipment & Registers - Install						X		
81	Contract Furniture on Sales Floor - Supply						X		
82	Contract Furniture on Sales Floor - Install			X					
83	Store Wall & Floor Fixtures - Supply (incl. Freight)				X				
84	Custom Store Fixtures - Supply (incl. Freight)				X				
85	Store Fixtures - Install			X					reuse existing as needed
86	Slatwall, Trim, & Hardware - Supply				X				
87	Slatwall, Trim, & Hardware - Install			X					
88	Fixture Valance Lighting - Supply				X				

Eastern Kentucky University #249 - Relocation to Powell Building

Project Responsibility Chart

		University/College Architect	University/College Contractor	Barnes & Noble Contractor	Barnes & Noble Fixture Fabricator	Barnes & Noble Sign Fabricator	Barnes & Noble/B & N Vendor	Barnes & Noble Architect/Designer	Not Applicable	Notes
89	Fixture Valance Lighting - Install			X						
90	Safe - Supply & Install								X	reuse existing
Security System/Loss Prevention										
91	Bookstore Security System (Raceway and conduit)		X							security camera conduit if needed
92	Bookstore Security System - Supply & Install						X			
93	Bookstore Loss Prevention System - Supply						X			
94	Bookstore Loss Prevention System - Install						X			
95	Bookstore Security Cameras						X			
Misc										
									X	